



**2026**  
**WEST VIRGINIA**  
**Senior Farmers Market Nutrition Program**  
**VENDOR Application**

This packet contains all documents that must be completed and returned to be eligible to participate in the **2026 Senior Farmers Market Nutrition Program**.

Vendor Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Counties of Market/Farm Stand: \_\_\_\_\_

Checklist of forms included:

- 1. Vendor Application – all questions answered, signed and dated \_\_\_\_\_
- 2. Vendor Agreement – read and agree to all requirements, sign and date \_\_\_\_\_
- 3. Assurance of Civil Rights – read and agree to abide by Civil Rights, sign and date \_\_\_\_\_
- 4. Farmer Verification Form – complete for all produce you grow/sell \_\_\_\_\_

**Applications that are incomplete or missing a signature will not be processed.**

Return to: WV Department of Agriculture  
  
Business Development Division  
Attn: SFMNP  
1900 Kanawha Blvd., East  
Charleston, WV 25312

# West Virginia Senior Farmers Market Nutrition Program

## Vendor Application

### 2026

The applicant certifies that it wishes to participate in the 2026 West Virginia Senior Farmers Market Nutrition Program (WVSFMNP). Applicant has received and read the **Farmer Guidebook** and agrees to comply with the rules and regulations within.

Farm Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Email: \_\_\_\_\_

Where do you sale? \_\_\_\_\_ Farm \_\_\_\_\_ Farm Stand \_\_\_\_\_ Farmers Market \_\_\_\_\_ through Local Farm Cooperative

Counties of Market \_\_\_\_\_

Market Master (if applicable) \_\_\_\_\_

Do you, the vendor, personally grow at least 25% of the fresh produce offered for sale? Yes \_\_\_\_\_ No \_\_\_\_\_

Do you, the vendor, plan on selling honey? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, do you own your hives and have them registered? Yes \_\_\_\_\_ No \_\_\_\_\_

If you **don't own your hives**, who do you purchase your honey from and what is their company name (need beekeeper name and company name-ALL hives must be registered with WVDA)

Provide driving directions to the location your produce is grown.

If you are applying as a Local Farmer Cooperative (LFC), please provide the names of the vendors whose produce you have on consignment. (Attach additional pages if necessary.)

What is the **EXACT** location(s) where you will be operating to collect WVSFMNP benefits?

What will be the **month, days, and hours of operation**?

*By signing this application, I hereby certify that the applicant is a farmer, farm stand, farmers market, or local farmer cooperative. I agree to allow the West Virginia Department of Agriculture to inspect any location the applicant vendor grows or sells produce at any time during the year the Vendor Agreement is in effect.*

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Vendor Agreement

This Agreement is between \_\_\_\_\_ (“Vendor”) and the West Virginia Department of Agriculture (“WVDA”).

Background: Vendor is a farmer, farm stand, farmers’ market, community supported agriculture program, or local farmer cooperative desiring to provide locally grown fresh fruits, vegetables and/or unprocessed honey, where permissible, to participants of the West Virginia Senior Farmers’ Market Nutrition Program (WVSFMNP), under regulations from the United States Department of Agriculture, Food and Nutrition Service authorized under the Hunger Prevention Act of 1988 (Public Law 100-435).

Vendor and WVDA hereby agree to the following terms and conditions:

1. **Compliance.** Vendor will comply with all applicable provisions of the Farmer Guidebook, which is hereby incorporated in this agreement as if set forth verbatim.
2. **Duty to provide information.** Vendor will provide accurate and complete information to the Program or the Food & Consumer Service upon request. Vendor will provide such information as WVDA shall require for its periodic reports to FNS.
3. **Signature authority.** Vendor affirms that the individual signing on behalf of Vendor is authorized to do so. Upon request by WVDA, Vendor will supply documentation showing that the signing individual is authorized to bind Vendor.
4. **Reimbursement.** WVDA, through county senior centers, will issue eligible senior participants Benefits in predefined amounts. Vendor will accept Benefits as payment for eligible foods. WVDA will reimburse Vendor for the value on each properly redeemed WVSFMNP benefit. In the event of noncompliance with this Agreement or any of its terms, WVDA reserves the right to deny reimbursement.
5. **Monitoring.** WVDA will monitor WVSFMNP operations and provide written notification of observed violations.
6. **Training.** WVDA will arrange opportunities for WVSFMNP online training.
7. **Disqualification.** The parties agree that WVDA may disqualify Vendor for violations of this Agreement or any federal, state or local law or rule.
8. **Appeal rights.** Vendor has the right to appeal any adverse action taken by WVDA.
9. **Termination.** WVDA may terminate this Agreement for any reason upon written notice to Vendor.
10. **Fraud or abuse.** If Vendor commits fraud upon or abuse of the WVSFMNP, Vendor will be liable to prosecution under applicable federal or state laws.
11. **No recourse from participants.** If a WVSFMNP benefit is rejected for payment by WVDA, Vendor agrees not to seek recourse from a WVSFMNP participant.
12. **Term.** The Term of this Agreement shall be from January 1, 2026, until December 31, 2026.
13. **Notifications.** Notifications required or permitted to be sent to Vendor under this Agreement shall be valid upon mailing certified, return receipt requested, to the address Vendor supplied on its application materials or to such address as Vendor shall have provided to WVDA. Such notifications shall be effective upon mailing, rather than upon receipt.
14. **Applicable law.** West Virginia law controls this Agreement without regard to conflicts of law principles.
15. **Assignment.** Vendor will not assign this agreement without the written permission of WVDA.
16. **Severability.** In the event any term or condition of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions shall remain in full force and effect.
17. **Integration.** This Agreement contains and represents the entire agreement between the parties and supersedes any and all prior agreements, whether oral or written, between WVDA and Vendor on the subject matter. Amendments shall be in writing signed by the parties.

\_\_\_\_\_  
*Vendor Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*WVDA Signature*

\_\_\_\_\_  
*Date*

## Assurance of Civil Rights Compliance

The VENDOR hereby agrees that In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender. the VENDOR receives federal financial assistance from the West Virginia Senior Farmers Market Nutrition Program (WVSFMNP), and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the VENDOR agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws, and to permit West Virginia Department of Agriculture personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the above non-discrimination laws. If there are any violations of this assurance, the West Virginia Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grant and loans of federal funds, reimbursable expenditures, grant or donation of federal property and interest in property, the detail of federal personnel, reimbursable expenditures, grant or donation of federal property and interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the VENDOR by the West Virginia Department of Agriculture. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the VENDOR, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the West Virginia Department of Agriculture. The person whose signature appears below is authorized to sign this assurance on behalf of the VENDOR.

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*Signature*

*Date*

